

variety of vendors can work with a primary bidding partner to create competitive consolidated solutions and meet the outlined requirements.

The contract length is planned for five years with two one-year options (5+1+1). The base period and options provide Bidders with an assurance of five years, and a possibility of seven years over which revenue may be generated. This term should be long enough to allow most Bidders to recoup their anticipated investment, while offering competitive rates. The State expects that the CALNET II proposals will reflect overall lower pricing than currently available on the CALNET I Contract, and will offer discounted pricing based on the anticipated **total volume of the Contract** now and throughout the new contract period.

The transition from the existing service providers to the new CALNET II Contractor will be at no additional cost and should provide minimal disruption to State and local agencies. The contractor will be required to maintain or replace the existing contracted services under CALNET I, maintain current telephone numbers, and train users on the new systems at no additional cost. If the successful contractor bids a solution that is not consistent with existing agency owned equipment and environments, they will also be required to replace or provide the equipment needed to accomplish the transition at no additional cost. Transition and implementation of the CALNET II solution should commence as quickly as possible, and is expected to be completed within 12 to 18 months after award.

This information is not comprehensive, so please read the RFP carefully to discern other details and requirements.

### **1.2.5 Movement Toward Converged Technologies and Other Considerations**

The DGS/TD considers the convergence of voice and data services to be very important in how services should ultimately be provided within California government; however, it is determined to be risky and impractical to move on a wholesale basis from the current environment directly to converged services that could have a significant fiscal or operational impact upon government agencies.

Many discussions were held about the right time for the State to implement converged services, and how that could best be accomplished. The DGS/TD recognizes that some customer agencies are anxious to converge services as soon as possible (a very small number already have some converged services), while there are many other customers that may not require a move to converged technologies for quite some time because it is not necessary to meet their business needs and/or it is not cost effective. For instance, some services that hold promise for eventual statewide benefit such as Voice over Internet Protocol (VoIP) and integrated messaging, are not yet ready for mainstream

**KEY ACTION DATES:**

<b><u>ACTION</u></b>	<b><u>DATE/TIME</u></b>
1. Release of RFP	November 8, 2004
2. Last Day to Submit Questions for Clarification at Bidders Conference	November 17, 2004
3. Bidders Conference (see Section 1.6)	December 2, 2004
4. Final Date to Submit Requests to Change the RFP Requirements <sup>1</sup>	December 16, 2004
5. Last day for State to respond to Requests to Change RFP Requirements	December 28, 2004
6. Last Day to Protest the RFP Requirements <sup>1</sup>	January 5, 2005
7. Last day to submit Letter of Intent to Bid, signed Confidentiality and Non-Disclosure Agreement, Financial Responsibility Information, and evidence of CPUC certification to provide services (Pre-qualification Documentation) <sup>2</sup>	January 18, 2005
8. Submission of Proposed Changes to Contract Language	February 1, 2005
9. Submission of Conceptual Proposal	February 15, 2005
10. Submission of Detailed Technical Proposals	February 15, 2005
11. Last day for State Response to Contract Language Change Requests	February 28, 2005
12. Confidential Discussions with Individual Bidders regarding Conceptual Proposals	March 7, 2005 – March 25, 2005
13. Confidential Discussions regarding Detailed Technical Proposals	March 7, 2005 – March 25, 2005
14. Submission of Draft Proposals	April 25, 2005
15. Confidential Discussions regarding Draft Proposals	May 16, 2005 – June 3, 2005
16. Submission of <u>Final</u> Proposals (by 5:00 PM) <sup>3</sup>	July 5, 2005
17. Demonstration (if required) <sup>4</sup>	August 1, 2005 – August 12, 2005

<sup>1</sup> OR five business days following the last addendum that changes the requirements of the RFP. See Section 2.2.6, Questions Regarding the Solicitation, and Section 2.5.1, Initial Protest.

<sup>2</sup> See Exhibits 1-A, 1-C, 1-D, and RFP Sections 6.2.1.1 and 6.2.1.2

<sup>3</sup> Bidders are strongly encouraged to review the Bidder's final proposal checklist; Exhibit 1-B, prior to submitting final proposals.

<u><b>ACTION</b></u>	<u><b>DATE/TIME</b></u>
18. Public Cost Opening <sup>4</sup>	August 22, 2005
19. Negotiation pursuant to PCC §6611 (if initiated by DGS) <sup>4, 5</sup>	August 23, 2005- October 21, 2005
20. Notification of Intent to Award <sup>4</sup>	October 24, 2005
21. Last Day to Protest Selection <sup>4</sup>	October 31, 2005
22. Contract Award and Execution <sup>4</sup>	November 18, 2005

## 1.6 BIDDERS CONFERENCE

Bidders will be afforded the opportunity to meet with State personnel to discuss the content of the bid and the procurement process. Written questions received prior to the conference will be answered and posted on the CALNET II homepage or answered at the conference without divulging the source of the query. The State may also accept oral questions during the conference and attempt to provide answers during the conference. Oral answers shall not be binding on the State. A sign-in sheet will be provided to document attendance.

Time: 10:00 AM to 12:00 PM  
 Date: December 2, 2004  
 Place: Dept of General Services  
 Ziggurat Auditorium  
 707 3<sup>rd</sup> Street  
 West, Sacramento, CA 95605

## 1.7 INTENT TO BID

Bidders that want to participate in the RFP steps must submit a notification of intent to bid on this procurement in accordance with the Bidder's Intent to Submit a Proposal contained in this section, to receive additional information. Only those Bidders acknowledging interest in this RFP will receive additional correspondence regarding this procurement.

The letter should identify the contact person for the solicitation process, plus include a phone and fax number. There is to be only one (1) contact person during the RFP process. Information relating to a Bidder will only be given to the designated contact person.

It shall be the Bidder's responsibility to immediately notify the State Procurement Official, in writing, regarding any revision to the information pertaining to the designated contact person.

<sup>4</sup> These dates are subject to change dependent upon the length of time necessary for the State to complete the evaluation process (and negotiations if initiated by DGS). Bidders will be notified via e-mail of any changes.

<sup>5</sup> DGS reserves the right, in its sole discretion, to engage in negotiations pursuant to Public Contract Code Section 6611 and the guidelines and procedures adopted in accordance therewith including, but not limited to, Administrative Order 04-03 (issued March 5, 2004) or any amendments or replacements thereto.

Some of the current attributes of CALNET-I that will **not** be carried forward into CALNET-II are listed below: (Note that this is not an all inclusive list.)

- Joint bid/contractor relationship
- Exclusive MSA for CALNET services
- Requirements for private, dedicated, network configurations
- Significant offerings of voice and data customer premise equipment
- Contractor use of the DGS downtown Sacramento fiber loop
- Complex wiring services
- A Statewide Integrated Billing System (SIBS)
- Separately priced services for in-franchise and out-of-franchise territories

### 3.3 SERVICE TYPES

A variety of telecommunications services are offered to State and local agencies via the CALNET-I contract. Bidders may review these services by accessing web pages referenced at the DGS/TD CALNET-II homepage:

<http://www.td.dgs.ca.gov/Services/ONS/CALNETIIHomepage.htm>.

Some of these links are listed below. Note that these links and their associated web pages are not a part of this RFP, and are available to the public.

The CALNET-II Request for Information (RFI) issued by DGS/TD on March 8, 2004 can be viewed at:

<http://www.td.dgs.ca.gov/Services/ONS/Calnet2rfiarchive.htm>

For a general description of the CALNET-I services, refer to Section 3 the CALNET-II RFI, which can be viewed at:

<http://www.documents.dgs.ca.gov/td/ons/CALNET II\RFI\Section3.pdf>

Also included in the RFI is a table of monthly quantities of usage, and a table of network monitoring and reporting tools. These tables can be viewed at:

<http://www.documents.dgs.ca.gov/td/ons/CALNET II\RFI\TableA.pdf>

<http://www.documents.dgs.ca.gov/td/ons/CALNET II\RFI\TableB.pdf>

Additional information about the CALNET-I contract can be found at:

<http://www.td.dgs.ca.gov/Services/ONS/aboutcalnet.htm>

take advantage of future technologies, this RFP includes technologies detailed in Section 6.8, Alternate Technologies, listed below:

- Voice of Internet Protocol (VoIP) (Mandatory-Optional)
- Multiple Protocol Label Switching (MPLS) Services (Desirable)
- Managed IP Based Video Conferencing Services (Desirable)
- Net Conferencing (Desirable)

Because of the rapid advancement of technologies, uncertainties of the regulatory environment, and DGS statutory responsibilities addressed in Section 1, the implementation and deployment of alternate technologies cited herein and those that may be proposed for consideration, will be solely at the direction and discretion of the DGS/TD.

Following award of the MSA, the State will evaluate the alternate technologies with consideration for technical requirements, business applications, cost effectiveness, and customer need, to determine if the service will be deployed on a case-by-case basis, implemented as a pilot program, or unilaterally made available through the contract.

- **Real-Time ANI with DNIS** - Provides the caller's full 10-digit originating number and the 7-digit number dialed.

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference:* document \_\_\_\_\_  
location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_

*Description:*

### 6.3.10 900 Services (M-O)

The Contractor shall provide 900-type service for agency use. This service shall provide passive or interactive information to callers on a “pay as you go” basis. The service shall be comprised of two components: Customers may sign up for “Transmission Only”, which comprises carrying the 900 traffic to end point customer's T1 termination point and “Billing and Collection”(B&C), which comprises transmission, billing, and collection for the 900 service.

The Contractor’s 900-type service shall include the following features:

#### **Origination Features**

- **Tailored Call Coverage (TCC)** - Block incoming calls from pre-selected originating areas
- **Point of Call (POC) Routing** - Route calls made to a single 900 number to different terminating locations based on NPA and NXX.

#### **Routing Features**

- **Time of Day Routing** - Route calls made to a single 900 number to different locations depending on the time of day.
- **Day of Week Routing** - Route calls to different locations depending on the weekday.
- **Holiday Routing** - The hourly routing feature shall allow the customer to specify a different terminating point for each holiday or special event
- **Percent Allocation Routing** - Every 900 number can route calls for each originating routing group to a maximum of 100 answering locations based on a percentage distribution designated by the customer.

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
<b>Operator dialed (D)</b>	A specialist calls each participant prior to the start of the teleconference.		
Bidder's Description:			
<b>Dial-in (D)</b>	Also known as "Meet-Me" service, participants (up to 90) dial a pre-established number to join the conference call.		
Bidder's Description:			
<b>Mixed mode (D)</b>	This feature combines operator dialed and dial-in options to meet individual needs.		
Bidder's Description:			
<b>Conference Recording (D)</b>	Conference calls may be tape recorded on cassette and sent to customers for later review.		
Bidder's Description:			
<b>Transcription (D)</b>	Provides a written document of the recorded teleconference.		
Bidder's Description:			
<b>Translation service (D)</b>	Provides an on-line translator		
Bidder's Description:			
<b>Security ID (D)</b>	Participants use a security code to prevent unauthorized participation in teleconference.		
Bidder's Description:			
<b>Additional unsolicited features offered by the Bidder:</b>			
		N/A	
Bidder's Description:			

### 6.3.14 Advanced Call Routing (M-O)

The Contractor shall provide Advanced Call Routing (ACR) functionality that provides call-by-call routing of Toll Free calls to multiple, geographically dispersed ACD groups to create a virtual call center network for load balancing and maximizing use of available agents. The service shall route calls and consolidate management information at the network level, to create enterprise-wide call distribution capabilities. The service shall provide:

- **Pre and Post Call Routing** - Routing intelligence that is applied before the call is sent to the destination is referred to as pre-routing. Intelligent transferring between agent groups or into or out of their Voice Response Units (VRU's) is referred to as post call routing.
- **Skills Based Routing** - Ability to route calls to a particular ACD group or agent based on available agents with predefined skill sets required to handle incoming calls.
- **Additional Routing Based On:**
  - Dialed number
  - Automatic Number Identification (ANI)
  - Location of the caller
  - Caller entered digits
  - Time of day, day of week
  - Least cost

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference: document \_\_\_\_\_  
location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

Advanced Call Routing features shall include the following:

**Table 6.3.14.a Advanced Call Routing (M-O)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
<b>Gateway (M-O)</b>	Gateway offers large and geographically dispersed call centers a way to control their routing within the network.		
Bidder's Description:			



Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
<b>Call Manager Centers (M-O)</b>	Service to set-up call centers for ICR applications.		
Bidder's Description:			
<b>Call Manager Software (M-O)</b>	Software that allows the customer equipment to work with ICR applications.		
Bidder's Description:			

**Table 6.3.14.b Advanced Call Routing (D)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/Location
<b>Additional unsolicited features offered by the Bidder:</b>			
		N/A	
Bidder's Description:			

**6.3.15 EDD Advanced Call Routing (M-O)**

The Employment Development Department Advanced Call Routing (EDD ACR) shall be developed within the scope of the Contractor's ACR product as an Enhanced Network Call Center design option and shall be available to any governmental agency that requires Virtual Network Call Center based call distribution, which include, but is not limited to, the following components/products.

- Enhanced Toll Free service
- ACD service
- ACR applications development and support
- IVR (Interactive Voice Response) applications development
- CTI (Computer Telephony Integration) applications development and support
- LAN/WAN Maintenance
- Operational Support Systems:
  - Customized Provisioning System
  - Customized Billing and Account Management

- Consolidated MIS reporting with integrated near real time and historical call center and network management reporting for a true enterprise view and optimization.

The Contractor's EDD ACR product shall also include the following features:

- **Gateway** - Gateway offers large and geographically dispersed call centers a way to control their routing within the network.
- **Call Manager with ACD feeds** - Call Manager routes calls based on information from the customer's ACD.
- **Call Manager without ACD Feeds** - The customer determines the number of agents at a center based on capacity tables that are populated by the customer based on staffing for a particular day and hour.
- **Call Router** - Contains the call routing logic of the system.
- **Database Server** - The process that manages the ACR central database (also referred to as "the Logger").
- **Network Interface Controller** - Interface from the ACR to the network.
- **Advanced Contact Management Software (ACM)** - ACM software delivers an integrated suite of capabilities that enables a company to interact with its customers via phone, Web, and e-mail across an enterprise of ACD, PBX, IVR, database, and desktop applications.
- **Maintenance** - Provides hardware and software maintenance for ACR platform (i.e., upgrades, etc).
- **Managed Services** - Provides annual 24 x 7 managed care support including remote monitoring, reporting, consulting, single point of contact, application support, and scripting.
- **Reporting** - Utilization, trunking, blocking, call detail, and trouble management reports will be available to ACR customer via paper or electronic media.
- **Call Manager Software** - Software that allows call center hardware to interact with ACR applications.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

**Table 6.3.15.a EDD Advanced Call Routing (M-O)**

<b>Feature Name</b>	<b>Feature Description</b>	<b>Meets or Exceeds? Y/N</b>	<b>Document/ Location</b>
<b>Peripheral Gateway (M-O)</b>	Located at each Call Center, the interface between ACD and the ACR. Obtains real time agent information from the call center.		
Bidder's Description:			
<b>Administrative Workstation (M-O)</b>	Provides user interface to the EDD ACR utilizing a PC workstation.		
Bidder's Description:			

**6.3.15.b EDD Advanced Call Routing (D)**

<b>Feature Name</b>	<b>Feature Description</b>	<b>Meets or Exceeds? Y/N</b>	<b>Document/Location</b>
<b>Additional unsolicited features offered by the Bidder:</b>			
<b>EDD ACR Consulting (on-site support) (D)</b>		N/A	
Bidder's Description:			
<b>EDD ACR Consulting (remote phone support) (D)</b>		N/A	
Bidder's Description:			
		N/A	
Bidder's Description:			

## **6.4 VOICE LINE-SIDE SERVICES (M-O)**

The Contractor shall provide Line-Side telephone services, also referred to as CLASS 5 services, on a statewide basis. The Contractor shall provide user agencies with enhanced intelligent network service capability between statewide business locations, which establish cost effective service provisioning. The Contractor must deliver a service that minimizes the cost for calling between Contract users within the same community. The services shall include Basic Business Lines (Analog and ISDN), Basic and Enhanced Central Office Exchange Services (or Equivalent), Central Office Trunk Service, and Voice Processing services as standard offerings.

The following features are currently provided in Consolidated Locations and may be provided for this Contract:

**Table 6.4.10a Consolidated Service Features (M-O)**

<b>Feature</b>	<b>Feature Description</b>	<b>Meets or Exceeds? Y/N</b>	<b>Document/ Location</b>
<b>Consolidated Location - Automatic Call Distributor (D)</b>	ACD or equivalent functionality as described in 6.4.5 and as applicable to Consolidated Locations.		
<b>Bidder' Description:</b>			
<b>Consolidated Location - Network ACD (D)</b>	NACD or equivalent functionality as described in 6.4.5 and as applicable to Consolidated Locations.		
<b>Bidder' Description:</b>			
<b>Consolidated Location - Interactive Voice Response (D)</b>	IVR or equivalent functionality as described in 6.4.9 and as applicable to Consolidated Locations.		
<b>Bidder' Description:</b>			
<b>Consolidated Location - Voice Mail (D)</b>	Voice Mail or equivalent functionality as described in 6.4.8 and as applicable to Consolidated Locations.		
<b>Bidder' Description:</b>			
<b>Consolidated Location - Local and Network Management Information Services (D)</b>	Management Information Systems or equivalent as described in 6.4.3 and as applicable to Consolidated Services.		
<b>Bidder' Description:</b>			
<b>Consolidated Location - Local and Network Announcements and Music in Queue capabilities (D)</b>	Announcements and music in queue or equivalent functionality as described in 6.4.5 and as applicable to Consolidated Locations.		

Feature	Feature Description	Meets or Exceeds? Y/N	Document/ Location
<b>Bidder' Description:</b>			
<b>Consolidated Location - Local and Network Computer Telephony Integration (CTI) capabilities (D)</b>	CTI or equivalent functionality as described in 6.4.6 and as applicable to Consolidated Locations.		
<b>Bidder' Description:</b>			
<b>Consolidated Location - Audio Conferencing (D)</b>	Audio conferencing or equivalent functionality as described in 6.3.13 and as applicable to Consolidated Locations.		
<b>Bidder' Description:</b>			
<b>Consolidated Location - Mechanized, User controlled, Service Management Systems (D)</b>	Management system or equivalent functionality as described in 6.4.3 and as applicable to Consolidated Locations.		
<b>Bidder' Description:</b>			
<b>Additional unsolicited features offered by the Bidder:</b>			
<b>Bidder' Description:</b>			

## 6.5 VOICE NETWORK OPERATIONS AND MANAGEMENT

### 6.5.1 General Description (M)

The State must be assured that the proposed voice network meets industry standards. The Bidder shall provide a general description of its voice network operations and management.

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference: document \_\_\_\_\_  
location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

scalability. The Contractor shall provide data network designs and diagrams for each of the following data services described in this section.

- Analog Service
- Optical Carrier Service (OC-X)
- Gigabit Ethernet Metropolitan Area Network
- ISDN Primary Rate Interface (PRI)
- Frame Relay
- Asynchronous Transfer Mode Data Services (ATM)
- Extended Frame Relay
- Extended ATM

If multiple services utilize a common network, only one diagram is required for that network.

These drawings shall be provided in both electronic format and hard copy. Electronic drawings shall be in .dwg, .dfx, .vsd or any mutually agreed format. Hard copy drawing shall be provided in Standard E size.

Drawings shall include both topology and logical representations of all critical network backbone elements to include, but not limited to, the following:

- Geographic location of equipment
- Type and capacity of equipment at each location including any backup systems
- Circuit route
- Circuit size/ bandwidth
- Circuit type
- Unique identifier for each element
- Layer 2 protocols and QoS when applicable

In addition, the Contractor shall provide a description of their methodology to address the following issues:

- Congestion
- Capacity planning including booking factors
- Rerouting metric

The Contractor shall provide 3 hard copies and 1 electronic copy with the proposal. Additionally, the Contractor shall submit 3 hard copies and 1 electronic copy quarterly throughout the term of the contract.

Responses to the requirements described in this section shall include a thorough presentation of how the data network addresses the following:

Ubiquity – the Contractor’s (and affiliate’s) ability to provide services throughout the state.

Interoperability – the ability to deliver services that interconnect and communicate based on open established standards.

Scalability – the ability to deliver services upon demand in all locations.

Survivability – the ability to continue to operate or quickly restore services in the face of unanticipated incidents, disasters, or catastrophes.

Redundancy – having one or more circuits/systems available in case of failure of the main circuits/systems.

Diversity – backbone network paths and infrastructure offered in such a way as to minimize the chance of a single point of failure.

Transition Migration – the ability to transition customers from the existing CALNET-I network.

Backward Compatibility – the ability to support existing CALNET Customers’ premise based equipment

Reliability and Availability – the ability to provide voice network services to all required locations with minimal downtime and blockage.

Manageability/Serviceability – the ability to technically manage the network (including real-time reporting) and to identify and correct network troubles.

Testability – the ability to monitor, test, and audit the performance of the network.

Security – the ability to ensure a physically and logically secure network and its network management platforms, from both inadvertent and malicious attacks from inside and outside the Bidder’s organization

The following features shall be provided:

**Table 6.6.2.4a Data Transmission Service – Carrier DS3 Service and Features (M-O)**

Feature Name	Feature Description	Meets or Exceeds Y/N	Document/ Location
<b>Fixed Mileage (M-O)</b>	Fixed mileage offering		
Bidder's Description:			
<b>Central Office Multiplexing with Reconfiguration (M-O)</b>	An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.		
Bidder's Description:			

**Table 6.6.2.4b Data Transmission Service – Carrier DS3 Service and Features (D)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/Location
<b>Customer Network Reconfiguration (D)</b>	Allows the customer to make software defined cross-connect changes in the individual circuit segments of their network.		
Bidder's Description:			
<b>Customer Network Reconfiguration – Hub-to-Hub (D)</b>	Allows the customer to make software defined cross-connect changes in hub-to-hub segments of the network.		
Bidder's Description:			
<b>Customer Network Reconfiguration Port Access (D)</b>	Allows access to port with either a dedicated private port or dedicated dial up port.		
Bidder's Description:			



**Table 6.6.2.6a Extended Carrier Services (M-O)**

<b>Feature</b>	<b>Feature Description</b>	<b>Meets or Exceeds? Y/N</b>	<b>Document/ Location</b>
<b>Analog Private Line (M-O)</b>	DS0 Analog Private Line Service is a dedicated domestic private line service capable of supporting voice and analog data.		
Bidder's Description:			
<b>Analog Expedite (M-O)</b>	Provide installation in 5 business days.		
Bidder's Description:			
<b>DS0 (M-O)</b>	DS0 is a premium Fully featured, point-to-point, full-duplex terrestrial digital private line service. DS0 operates at synchronous data speeds of 9.6 to 56/64 kbps.		
Bidder's Description:			
<b>DS0 Expedite (M-O)</b>	Provide installation in 5 business days.		
Bidder's Description:			
<b>Digital Service 1 (DS1) (M-O)</b>	Digital Service (DS1) is a point-to-point private line, provisioned over the Digital Data Network (DDN), transporting a full duplex signal at the rate of 1.544 Mbps.		
Bidder's Description:			
<b>DS1 Expedite (M-O)</b>	Provide installation in 5 business days.		
Bidder's Description:			
<b>Digital Service 45(DS3) (M-O)</b>	Digital Service 45 (DS3) is a dedicated, point-to-point private line service for customers with ultra high-speed capacity requirements. Transmission capacity equivalent to 28 TDS 1.5 circuit or 672 voice to digital 56 kbps circuits. Supports transmission of full-duplex signals over terrestrial facilities at 44.736 megabits per second.		
Bidder's Description:			

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
<b>Virtual Path Connection (each additional per port) (M-O)</b>	Address for Virtual Path Connection		
Bidder's Description:			
<b>Constant Bit Rate (per Mbps) (M-O)</b>	Specifies CBR connection		
Bidder's Description:			
<b>Variable Bit Rate (M-O)</b>	Specifies VBR-nrt connection (required to have Maximum Burst Size)		
Bidder's Description:			
<b>Expedite Option (M-O)</b>	Provisioning is 5 business days. See Service Level Agreements, Installation Intervals Table.		
Bidder's Description:			

**Table 6.6.7.2b ATM Features (D)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/Location
<b>Additional unsolicited features offered by the Bidder:</b>			
		N/A	
Bidder's Description:			

ATM service shall be compliant with all applicable ITU-TSS Specifications, ANSI standards including the ITU –T I.555 Frame Relay and ATM Inter-working recommendation and the ATM Forum User-Network Interface Specification Version 3.1.

The contractor shall provide internetworking at the Frame Relay User Network Interface (UNI) in accordance with the multi-protocol interconnection standards defined by IETF FRC 1483 and IETF FRC 1490, and in accordance with the internetworking agreement in FRF.8 FRFTC/94-026R3 of the Frame Relay Forum.

\_\_\_\_\_

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference:*        *document* \_\_\_\_\_  
                      *location* \_\_\_\_\_ *page* \_\_\_\_\_ *paragraph* \_\_\_\_\_

*Description:*

#### **6.6.7.3 ATM and Frame Relay Management Services (D)**

The contractor shall provide the ability for Customers to gather information on their specific ATM and Frame Relay services. The Contractor's architecture shall provide Customer Network Management (CNM) X-terminal (X-term) management capabilities, including:

- Real-time network map display
- Alarm log files
- Real-time performance monitoring and graphing
- Historical performance
- Traffic reports
- UNI information
- Connection Endpoint
- Customer defined labels
- Customer privacy

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference:*        *document* \_\_\_\_\_  
                      *location* \_\_\_\_\_ *page* \_\_\_\_\_ *paragraph* \_\_\_\_\_

*Description:*

The following features shall be provided:

*Description:*

The following features shall be provided:

**Table 6.6.7.4a Extended Frame Relay Features (M-O)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
<b>Fixed CIR PVCs (M-O)</b>	These PVCs have a CIR ranging from 16 Kbps to 10.752 Frames transmitted in excess of the CIR are marked "DE". It is important to note that in the absence of a network congestion situation, DE frames are treated the same as CIR frames. In the event of network congestion, DE frames receive lower priority than non-DE frames and may be discarded.		
Bidder's Description:			
<b>Usage CIR PVCs (M-O)</b>	Usage CIR PVCs are in effect Fixed CIR PVCs. The distinction is that rather than paying a fixed monthly fee for the PVC, billing is based on the number of megabytes delivered from the egress port.		
Bidder's Description:			
<b>Zero CIR PVCs (M-O)</b>	All frames carried over Zero CIR PVCs are marked "DE". DE traffic will only be discarded if congestion is encountered on the network. Additionally, the bursting capability of Zero CIR PVCs are limited only by the size of its access or the size of the frame relay port servicing that PVC, whichever is smaller.		
Bidder's Description:			

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/Location
Bidder's Description:			

**Table 6.6.7.5b Managed Frame Relay Features (D)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/Location
<b>Hardware Maintenance (D)</b>	<p>Contractor shall provide quick delivery and installation of failed hardware or parts to correct network problems. Contractor to provide proposed hardware maintenance plans as follows:</p> <ul style="list-style-type: none"> <li>• Level 1--8am -5pm Monday through Friday; next business day hardware maintenance/ replacement</li> <li>• Level 2--8am -5pm Monday through Friday; 4 hour Mean Time to Clear (MTTC)</li> </ul> <p>Level 3--24 hours a day by 7 days per week; 4 hour MTTC</p>		
Bidder's Description:			
<b>Additional unsolicited features offered by the Bidder:</b>			
		N/A	
Bidder's Description:			

**6.6.7.6 Extended ATM (M-O)**

The Contractor shall provide ATM services for Interstate ATM applications. ATM service shall be compliant with all applicable ITU-TSS Specifications, ATM Inter-working recommendation and the ATM Forum User-Network Interface Specification Version 3.1.

Service availability shall be nationwide.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_page\_\_\_\_\_paragraph\_\_\_\_\_*

*Description:*

The following features shall be provided:

**Table 6.6.7.6a Extended ATM Features (M-O)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
<b>Permanent Virtual Circuits (M-O)</b>	Extended ATM Service supports ATM UNIs (User Network Interface). This interface enables the Contractor to support customer network access at 1.544 Mbps (DS-1), nx1.544 Mbps (nxDS-1), 45 Mbps (DS-3) and 155 Mbps (OC-3; Optical Carrier Level 3). Contractor shall support multiple service classes that are each specifically designed to provide the most efficient transport and use of network resources for a particular requirement.		
Bidder's Description:			
<b>Extended ATM is capable of simultaneously delivering the following Service Classes through a single ATM interface:</b>			
<b>Constant Bit Rate (CBR) (M-O)</b>	Low cell loss potential, low delay variation, and connection oriented (CO). CBR service is intended to provide customers with services characteristic of private lines. This service class emulates private lines.		
Bidder's Description:			
<b>Variable Bit Rate - Non Real Time (VBR-nrt) (M-O)</b>	Low cell loss potential, high delay variation, and connection oriented (CO). VBR-nrt service is intended to provide customers with high speed frame relay or multiprotocol-like service suitable for LAN internetworking.		
<b>Access Interfaces</b>			
<b>DS-1 (1.544 Mbps) - unchannelized (M-O)</b>	Connection at 1.544 Mbps		
Bidder's Description:			
<b>nxDS-1 (1.544 Mbps) (M-O)</b>	Connection at multiple DS1 rates		

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
Bidder's Description:			
<b>DS-3 (45 Mbps)</b> (M-O)	Connection at 45 Mbps		
Bidder's Description:			
<b>OC-3 (155 Mbps)</b> (M-O)	Connection at 155 Mbps		
Bidder's Description:			
<b>Expedite</b>	Provisioning within 5 business days. See Service Level Agreements, Installation Intervals Table.		
Bidder's Description:			

**Table 6.6.7.6b Extended ATM Features (D)**

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/Location
<b>Additional unsolicited features offered by the Bidder:</b>			
		N/A	
Bidder's Description:			

**6.6.8 Intentionally Left Blank****6.6.9 Digital Subscriber Line (DSL) (M-O)**

The Contractor shall provide Digital Subscriber Line (DSL) service. The Contractor shall provide, at a minimum, the following:

- Asymmetrical with 128Kbps upstream and 384 Kbps downstream. (M-O)
- Asymmetrical with 1.544 Mbps downstream and 384 Kbps upstream. (M-O)
- Symmetrical at 384 Kbps. (M-O)
- VPN site-to-site connectivity solutions (non-Internet traversing) (D)

Service shall meet ANSI T1.413 standards.

### 6.8.1.2 Premises Based Fully Managed VoIP Design Model (M-O)

For design purposes, the Contractor shall use the following information to create a service proposal design. This solution shall be designed using the Greenfield approach. This solution shall be premises based where all appropriate components reside at the customer site.

Contractor shall include any upgrades to site electrical power to insure compliance with the technical requirements.

The model consists of 6 separate sites with a combined total of 400 users. Locations and headcounts are as follows:

Sacramento	100 phones
Los Angeles	100 phones
San Francisco	80 phones
San Jose	50 phones
Redding	20 phones
Santa Barbara	50 phones

The Bidder shall describe its VoIP design architecture, components and services necessary to provide a VoIP solution for the above application.

For the purposes of this model growth is limited to 15% .

Contractor shall be responsible for all maintenance and upgrades required to support clients needs. The contractor shall provide a separate price of moves, adds or changes. Moves shall include any infrastructure and equipment reconfigurations or enhancements to facilitate relocation of voice services within the same site. Changes are any programming or feature reconfigurations throughout the network. Adds shall include any infrastructure and equipment enhancements to facilitate addition of seats throughout the entire network.

Since this is a fully managed service, the contractor shall not list and price any specific hardware or software components. However, the Contractor may identify any additional features and functionality included in the basic phone



for the additional copies of the invoices. If the customer chooses the CD or web based posting to be their media type, the Contractor must issue a paper remittance slip free of charge so agencies may submit it to the State Controllers Office along with their payment. The Contractor's subcontractors are required to provide web and CD based options.

- The State shall not be subject to non-mandated taxes and surcharges. The state will not be subject to charges authorized by FCC or CPUC but not required to be collected from end users. Authorized taxes and surcharges will be individually listed and displayed on invoices from the Contractor and subcontractors.
- Contractor agrees that only Services offered under this contract will be included on the customer invoice.
- Contractor agrees that Services/features offered under this Contract will include unique Corporate Identifiers. In instances where permanent Corporate Identifiers have not been assigned, the Contractor agrees to assign temporary Corporate Identifiers to facilitate identification of billed Services on customer invoices.
- Contractor agrees to inform DGS/TD and customers in writing when temporary unique Corporate Identifiers are assigned.
- DGS/TD requires all usage based services (including local, long distance and international) be billed in six second increments or less with no more than an 18 second initial period.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

### **6.12.2 Fraud Management System (M)**

The Contractor shall provide a Fraud Management System available for near real time information for analysis on a 24x7 basis, that is consistent with industry common "best" practices for fraud detection. The Contractor will provide detailed documentation on criteria used to identify fraudulent activity and customer notification. The Contractor's Fraud Management System shall include provisions for working with DGS/TD and customers to define parameters for fraud detection, customer awareness and education,

- Origination calling line information
- Indications of hacking

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

### **6.12.3 Back Billing (M)**

The Contractor shall be limited to 12 months of back billing on all services ordered under the contract, including conversion projects. Invoices presented more than 12 months after the acceptance of the service order or conversion project will not be considered valid and will not be processed for payment.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

### **6.12.4 Invoice Audits (M)**

#### **6.12.4.1 DGS/TD Audits (M)**

DGS/TD shall have the right to inspect copies of any entity's (state agency or local government) bill records for the purpose of auditing Contract rate compliance. Contractor shall provide billing records within 30 days of receipt of request from DGS/TD.

By State Administrative Manual policy, agencies are required to retain records until an audit is performed or for four years whichever comes first. Contractor agrees to maintain records for possible audit for a minimum of four (4) years

after final payment, unless a longer period of records retention is stipulated or required by law. Contractor shall provide duplicate copies of bills and supporting detail up to four years in arrears at no fee to the State or agency.

Under certain and special conditions, Contractor shall provide State auditing and/or investigative agencies (i.e.; Department of General Services, Bureau of State Audits, Department of Justice, court orders, etc.) with copies of billing records without a billed state agency's authorization for audit purposes at no fee to the State or Agency.

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference: document \_\_\_\_\_  
location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

#### **6.12.4.2 Contractor Invoice Audit Responsibility (M)**

The Contractor shall respond to DGS/TD requests for invoice audits at the Contractor's expense and DGS' criteria within 90 days of receipt of request. Issue/action logs and statistics need to be provided to DGS/TD as well as each agency that the audit is being performed on.

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference: document \_\_\_\_\_  
location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

#### **6.12.5 Administrative Fee Collection (M)**

The Contractor shall, on behalf of DGS/TD, bill and collect a Contract administrative fee as determined by DGS/TD for any and all contracted services ordered under this Contract. This fee shall be included within the amount charged to those agencies obtaining service from the new CALNET II contract. DGS/TD may consider applying percentages and/or flat rates, or a combination thereof, to services as alternative methods. The final determination shall be made by DGS/TD.

- The Contractor shall provide DGS/TD and Clients with monthly service level reports as defined in section 6.17, of this RFP.
- The Contractor shall act as the single point of contact coordinating all entities to meet the State's needs for provisioning, maintenance and resolution of service issues arising out of their performance or that of their affiliates, subsidiaries, subcontractors or resellers under this Contract.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

### 6.15.2 List of Services Covered by Service Level Agreements (M)

<p>This Table provides a listing of the CALNET products and services covered by this RFP and includes the name of the product or service and the applicable Table where the corresponding SLA is provided later in this section.</p> <p>Note: A reference to "Table A/Table B" indicates that the SLA will be found on Table A or Table B for the SLA associated with the data services or voice/line-side services, respectively.</p> <p>Note: References to Table B include the requirements stated in Table B-2, where applicable.</p>	
<b>VOICE SERVICES</b>	<b>SLA TABLE</b>
1. Local Usage	TABLE B
▪ Local	TABLE B
▪ Zone	TABLE B
▪ Local Toll	TABLE B
2. Long Distance	TABLE B
▪ Feature Group D	TABLE B
▪ Dedicated Access	TABLE B
3. 700 Service	TABLE B
▪ Enterprise 700 Solution	TABLE B
▪ Customized Agency Solution	TABLE B

○ Fax Reply	TABLE B
○ Speech Recognition	TABLE B
○ Fax on Demand	TABLE B
<b>DATA SERVICES</b>	
1. Analog	
▪ Analog	TABLE A
▪ Interstate Analog	TABLE A
2. Carrier Service	
▪ Carrier DS-0	TABLE A
▪ Carrier DS-1	TABLE A
▪ Carrier DS-3	TABLE A
▪ Carrier OC-X	TABLE A
▪ Interstate Carrier DS-0	TABLE A
▪ Interstate Carrier DS-1	TABLE A
▪ Interstate Carrier DS-3	TABLE A
▪ Interstate Carrier OC-X	TABLE A
3. SONET	
▪ SONET DS-1	TABLE A
▪ SONET DS3	TABLE A
▪ SONET OC-X	TABLE A
4. ISDN	
▪ Basic Rate ISDN	TABLE A/TABLE B
▪ Primary Rate ISDN	TABLE A/TABLE B
5. Switched 56	TABLE A
6. Frame Relay	
▪ IntraLATA Frame Relay DS-0	TABLE A
▪ IntraLATA Frame Relay DS-1	TABLE A
▪ IntraLATA Frame Relay DS-3	TABLE A
▪ InterLATA Frame Relay DS-0	TABLE A
▪ InterLATA Frame Relay DS-1	TABLE A

#### 6.15.4 Table A - Data Service Level Agreements (M)

If a circuit/service fails to meet one or more of the performance objectives contained in this table, only the largest monthly rights and remedies for all performance objectives not met shall be credited to the Client.

The Contractor shall apply rights and remedies to all components of a Contract related service for each service outage (i.e., transport, service, and features).

Measurement	Tier 1		Tier 2	
	Objectives	Rights and Remedies	Objectives	Rights and Remedies
<b>Provisioning</b>  Install intervals are based on the interval table (6.15.9) or Client negotiated due dates.  The sum of all service orders meeting the objective in the measurement period divided by the sum of all service orders due in the measurement period equals the monthly average.	Immediate		Immediate	
	Install on or before due date per install order	<ul style="list-style-type: none"> <li>50% of installation fee refunded to client for any missed due date.</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation</li> </ul>	Install on or before due date per install order	<ul style="list-style-type: none"> <li>50% of installation fee refunded to client for any missed due date.</li> <li>End User Escalation</li> <li>DGS/TD Escalation</li> </ul>
	Monthly		Monthly	
	Greater than 90% monthly average	<ul style="list-style-type: none"> <li>100% of installation fee refunded to client for all orders that did not complete on time during the month if the monthly average objective is not met.</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>	Greater than 95% monthly average	<ul style="list-style-type: none"> <li>100% of installation fee refunded to client for all orders that did not complete on time during the month if the monthly average objective is not met.</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>

	Tier 1			Tier 2	
Measurement	Objectives	Rights and Remedies		Objectives	Rights and Remedies
<b>Project Work Response</b>  Initial Response  Quoted Schedule or Appt	Immediate			Immediate	
	Within 3 days	Escalation to Contractor's Account Manager		Within 3 days	Escalation to Contractor's Account Manager
	Within 5 days			Within 5 days	
	Monthly			Monthly	
	N/A	Review process with DGS/TD		N/A	Review process with DGS/TD
<b>Mean Time To Respond</b>	Immediate			Immediate	
	Within 15 minutes	Escalation with contractor supervisor call back within 15 minutes		Within 15 minutes	Escalation with contractor supervisor call back within 15 minutes
	Monthly			Monthly	
	Less than 15 minutes monthly average	Senior management escalation		Less than 15 minutes monthly average	Senior management escalation
<b>Availability %</b>  The monthly Availability %shall be based on the accumulative total of all outage durations that do not trigger a rebate for each circuit number/phone number/service ID, per calendar month. Monthly availability percentage equals the Scheduled Uptime per month	Immediate			Immediate	
	N/A	<ul style="list-style-type: none"> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>		N/A	<ul style="list-style-type: none"> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>

Measurement	Tier 1		Tier 2	
	Objectives	Rights and Remedies	Objectives	Rights and Remedies
less Unavailable Time divided by scheduled uptime per month multiplied by 100.  (7X24)	Monthly		Monthly	
	Analog>98.7% DS0>98.7% DS1>99.0% DS3>99.3% OCX>99.3% DSL>98.7	<ul style="list-style-type: none"> <li>15% of the TMRC. 2<sup>nd</sup> consecutive month, 25% of TMRC. Each additional consecutive month, 50% of the TMRC.</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>	Analog>99.2% DS0>99.2% DS1>99.5% DS3>99.8% OCX>99.8% DSL>99.2	<ul style="list-style-type: none"> <li>15% of the TMRC. 2<sup>nd</sup> consecutive month, 25% of TMRC. Each additional consecutive month, 50% of the TMRC.</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>
<b>Time to Repair (TTR)</b>  <b>Minor Fault</b>  The circuit or service is unusable during the time the trouble ticket is recorded as opened until restoration of the circuit or service, minus stop clock conditions.  (7X24)	Immediate		Immediate	
	Analog=less than 6 hours DS0=less than 6 hours DS1=less than 5 hours DS3=less than 3 hours DSL=Less than 6 hours	<ul style="list-style-type: none"> <li>15% TMRC per occurrence. 2<sup>nd</sup> consecutive month, 25% of TMRC. Each additional consecutive month, 50% of the TMRC.</li> <li>End-User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Analog=less than 5 hours DS0=less than 5 hours DS1=less than 4 hours DS3=less than 2 hours DSL=less than 5 hours	<ul style="list-style-type: none"> <li>15% TMRC per occurrence. 2<sup>nd</sup> consecutive month, 25% of TMRC. Each additional consecutive month, 50% of the TMRC.</li> <li>End-User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>
	Monthly		Monthly	
	N/A	CSR ⇒CAP⇒C/SLOR	N/A	CSR ⇒CAP⇒C/SLOR



	Tier 1		Tier 2	
Measurement	Objectives	Rights and Remedies	Objectives	Rights and Remedies
<b>THROUGHPUT</b> End-user/Client is responsible for notifying the Contractor helpdesk when there is a suspected frame/packet/cell delivery problem with the reported circuit. The problem requires timely verification, consistent with industry standards (e.g., a protocol analyzer), by the Contractor. The End-User/Client shall initiate a trouble ticket based upon failure to meet performance objectives. Trouble shall be tracked as a Quality of Service (QOS) problem using a special disposition code on the trouble ticket. QOS tickets shall not count in availability or Time to Repair measurements unless and until the End-User/Client reports circuit as unusable for its intended uses. Throughput % excludes time required for scheduled maintenance or scheduled upgrade. (7x24)	Immediate		Immediate	
	Greater than 99.5% monthly average throughput for the reported circuit	<ul style="list-style-type: none"> <li>15% of TMRC per occurrence for the reported circuit.</li> <li>25% of TMRC 2<sup>nd</sup> consecutive month</li> <li>50% of TMRC each additional consecutive month</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Greater than 99.9% monthly average throughput for the reported circuit	<ul style="list-style-type: none"> <li>15% of TMRC per occurrence for the reported circuit.</li> <li>25% of TMRC 2<sup>nd</sup> consecutive month</li> <li>50% of TMRC each additional consecutive month</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>
	Monthly		Monthly	
	N/A	CSR ⇒CAP ⇒C/SLOR	N/A	CSR ⇒CAP ⇒C/SLOR

<b>CAT 1</b> The outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a Trouble Ticket, whichever occurs first. A trouble ticket shall be opened by the Contractor for each circuit and/or service or the Contractor shall compile a list for each circuit or service affected by the common cause. Each circuit or service is out of service from the first notification until the Contractor determines the circuit or service is restored. Any circuits or service reported by End-User/Client initiated trouble ticket as not having been restored shall have the outage time adjusted to the actual restoration time. (7X24)	Immediate		Immediate	
	Less than 4 hours	<ul style="list-style-type: none"> <li>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 1 fault</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Less than 2 hours	<ul style="list-style-type: none"> <li>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 1 fault.</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>
	Monthly		Monthly	
	N/A	CSR ⇒CAP ⇒C/SLOR	N/A	CSR ⇒CAP ⇒C/SLOR

<b>CAT 2</b>  The outage duration start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket, whichever occurs first. Outage duration shall be measured on a per circuit or per-port basis from information recorded from the network switches.  A Contractor ticket shall be opened or a list compiled for any service/circuit outage caused by the Cat 2 event.  Any service/circuits reported by End-User/Client initiated trouble ticket as not having been restored shall have the outage time adjusted to the actual restoration time.  (7X24)	Immediate		Immediate	
	Less than 1 hour	<ul style="list-style-type: none"> <li>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 2 fault</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Less than 30 minutes	<ul style="list-style-type: none"> <li>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 2 fault</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>
	Monthly		Monthly	
	N/A	CSR ⇒CAP ⇒C/SLOR	N/A	CSR ⇒CAP ⇒C/SLOR

<b>CAT 3</b>  The outage duration start shall be determined by the network alarm resulting from the outage-causing event or the opening of a trouble ticket, whichever occurs first. A Contractor ticket shall be opened or a list compiled for any service/circuit outage caused by the Cat 3 event. Any service/circuits reported by End-User/Client initiated trouble ticket as not having been restored shall have the outage time adjusted to the actual restoration time.  (7X24)	Immediate		Immediate	
	Less than 30 minutes	<ul style="list-style-type: none"> <li>Senior Management Escalation Process</li> <li>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 3 fault.</li> </ul>	Less than 15 minutes	<ul style="list-style-type: none"> <li>Senior Management Escalation Process</li> <li>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 3 fault.</li> </ul>
	Monthly		Monthly	
	N/A	CSR ⇒CAP ⇒C/SLOR	N/A	CSR ⇒CAP ⇒C/SLOR

### 6.15.5 Table B - Voice and Line-Side Service Level Agreement (M)

If a circuit/service fails to meet one or more of the performance objectives contained in this table, only the largest monthly rights and remedies for all performance objectives not met shall be credited to the client.

The Contractor shall apply rights and remedies to all components of a Contract related service for each service outage i.e., transport, service, and features.

Measurement	Immediate Objective	Immediate Rights and Remedies	Monthly Objective	Monthly Rights and Remedies
<b>Provisioning</b>  Install intervals are based on the interval table or client negotiated due dates.  The sum of all service orders meeting the objective in the measurement period divided by the sum of all service orders due in the measurement period equals the monthly average.	Install on or before due date	<ul style="list-style-type: none"> <li>50% of installation fee refunded to Client for any missed due date</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Greater than 95% monthly average	<ul style="list-style-type: none"> <li>100% of installation fee refunded to Client for all orders that did not complete on time during the month if the monthly average objective is not met.</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>
<b>Project Work Response</b>  <b>Initial Response</b>  <b>Quoted Schedule or Appt.</b>	Within 3Days  Within 5Days	<ul style="list-style-type: none"> <li>Escalation to Contractor's Account Manager</li> </ul>		<ul style="list-style-type: none"> <li>Review process with DGS/TD</li> </ul>
<b>Mean Time to Respond</b>	Within 15 minutes	<ul style="list-style-type: none"> <li>Escalation with Contractor supervisor call back within 15 minutes</li> </ul>	Less than 15 minutes monthly average	<ul style="list-style-type: none"> <li>Review process with DGS/TD</li> </ul>

Measurement	Immediate Objective	Immediate Rights and Remedies	Monthly Objective	Monthly Rights and Remedies
<b>Mean Time To Repair</b>  <b>Minor Fault</b>  The circuit or service is unusable during the time the trouble ticket is recorded as opened until restoration of the circuit or service, minus stop clock conditions.  (7X24)	N/A	<ul style="list-style-type: none"> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Monthly Average is less than 6 hours	<ul style="list-style-type: none"> <li>15% of the TMRC per occurrence of 6 hours or greater if MTTR exceeds the monthly objective. 2<sup>nd</sup> consecutive month for the same circuits or service, 25% of the TMRC. Each additional month for the same circuit or service, 50% of the TMRC.</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>
<b>Mean Time To Repair</b>  <b>Major Fault</b>  Each circuit is unusable from the time the first trouble ticket is opened until restoration of the circuit or service minus stop clock conditions. The outage count applies to all reported circuits affected by a common cause.  (7X24)	N/A	<ul style="list-style-type: none"> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Monthly Average is less than 6 hours	<ul style="list-style-type: none"> <li>15% of the TMRC per occurrence of 6 hours or greater if MTTR exceeds the monthly objective. 2<sup>nd</sup> consecutive month for the same circuits or service, 25% of the TMRC. Each additional month for the same circuit or service, 50% of the TMRC. .</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>
<b>Repeated Trouble</b>  Three or more trouble tickets opened on a single circuit or service within a 30-day rolling calendar with similar or related trouble.	N/A	<ul style="list-style-type: none"> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	Less than 3 trouble tickets in a 30-day period.	<ul style="list-style-type: none"> <li>15%of the TMRC, per occurrence of 3 or more</li> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>

Measurement	Immediate Objective	Immediate Rights and Remedies		Monthly Objective	Monthly Rights and Remedies
<b>Excessive Outage</b> The circuit or service is unusable during the time the trouble ticket is recorded as opened until restoration of the circuit or service, minus stop clock conditions.  (7X24)	Outage time less than 12 hours	<ul style="list-style-type: none"> <li>100% of the TMRC per occurrence for each circuit or service out of service greater than 12 hours.</li> <li>Senior Management Escalation</li> <li>Client may request from contractor an Excessive Outage restoration briefing.</li> </ul>			<ul style="list-style-type: none"> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>
<b>CAT 1</b> The outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a Trouble Ticket, whichever occurs first. A trouble ticket shall be opened by the Contractor for each circuit and/or service or the Contractor shall compile a list for each circuit or service affected by the common cause. Each circuit or service is considered out of service from the first notification until the Contractor determines the circuit or service is restored. Any circuits or service reported by End-User/Client initiated trouble ticket as not having been restored shall have the outage time adjusted to the actual restoration time.  (7X24)	Less than 2 hours	<ul style="list-style-type: none"> <li><b><u>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 1 fault.</u></b></li> <li>End User Escalation Process</li> <li><b><u>DGS/TD Escalation Process</u></b></li> </ul>		N/A	<ul style="list-style-type: none"> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>

Measurement	Immediate Objective	Immediate Rights and Remedies	Monthly Objective	Monthly Rights and Remedies
<p><b>CAT 2</b></p> <p>The outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a Trouble Ticket, whichever occurs first. Outage duration shall be measured on a per circuit or per-port basis from information recorded from the network switches.</p> <p>A Contractor trouble ticket shall be opened or a list compiled for any service/circuit outage caused by the Cat 2 event.</p> <p>Any service/circuits reported by End-User/Client initiated trouble ticket as not having been restored shall have the outage time adjusted to the actual restoration time.</p> <p>(7X24)</p>	Less than 30 minutes	<ul style="list-style-type: none"> <li>100% of the TMRC for each circuit/service not meeting the per occurrence objective for a single Cat 2 fault</li> <li>End User Escalation Process</li> <li>DGS/TD Escalation Process</li> </ul>	N/A	<ul style="list-style-type: none"> <li>CSR ⇒CAP ⇒C/SLOR</li> </ul>



Measurement	Immediate Objective	Immediate Rights and Remedies	Monthly Objective	Monthly Rights and Remedies
<b>CAT 3</b> The outage start shall be determined by the network alarm resulting from the outage-causing event or the opening of a Trouble Ticket, whichever occurs first. A Contractor ticket shall be opened or a list compiled for any service/circuit outage caused by the Cat 3 event. Any service/circuits reported by End-User/Client initiated trouble ticket as not having been restored shall have the outage time adjusted to the actual restoration time.  (7X24)	Less than 15 minutes	<ul style="list-style-type: none"> <li>▪ Senior Management Escalation Process</li> <li>▪ 100% of the TMRC for each circuit /service not meeting the per occurrence objective for a single Cat 3 fault.</li> </ul>	N/A	<ul style="list-style-type: none"> <li>▪ CSR ⇒CAP ⇒C/SLOR</li> </ul>

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_page\_\_\_\_\_paragraph\_\_\_\_\_*

*Description:*

<input type="checkbox"/> Carrier DS-1	15 Business Days with available facilities 5 Business Days - Expedite	Yes if one or more of the following apply: greater than 48 MACs greater than 9 physical locations Facilities not available
<input type="checkbox"/> Carrier DS-3	ICB	Yes
<input type="checkbox"/> Carrier OC-X	ICB	Yes
<input type="checkbox"/> Interstate Carrier DS-0	15 Business Days with available facilities 5 Business Days - Expedite	Yes if one or more of the following apply: greater than 48 MACs greater than 9 physical locations Facilities not available
<input type="checkbox"/> Interstate Carrier DS-1	15 Business Days with available facilities 5 Business Days - Expedite	Yes if one or more of the following apply: greater than 48 MACs greater than 9 physical locations Facilities not available
<input type="checkbox"/> Interstate Carrier DS-3	ICB	Yes
<input type="checkbox"/> Interstate Carrier OC-X	ICB	Yes
<b>3. SONET</b>		
<input type="checkbox"/> SONET DS-1	ICB	Yes
<input type="checkbox"/> SONET DS3	ICB	Yes
<input type="checkbox"/> SONET OC-X	ICB	Yes
<b>4. ISDN</b>		
<input type="checkbox"/> Basic Rate ISDN	Next Business Day, for data only 3 Business Days for voice & data 10 days when field work is required 15 days for 10-48 lines 5 Business days- expedite	Yes if one or more of the following apply:  greater than 48 moves or changes greater than 15 new installations greater than 9 physical locations
<input type="checkbox"/> Primary Rate ISDN	10 Business Days with available facilities 5 Business Days - Expedite	Yes if one or more of the following apply: greater than 48 moves or changes greater than 15 new installations greater than 9 physical locations

## 6.17 MANAGEMENT TOOLS AND REPORTS (M)

The Contractor shall provide network tools and reports to DGS/TD and DGS/TD authorized clients to oversee the contract. The Contractor shall provide the following:

- Transport, hardware and software necessary for DGS/TD to access the network monitoring and management tools and reports
- Tools, applications and data to perform real time, daily, monthly and quarterly network performance, inventory, invoice and fiscal management analysis.
- Web-enabled applications for service provisioning, invoicing and trouble reporting from DGS/TD and DGS/TD authorized client PCs.
- A timeline indicating when each of these tools, applications and reports shall be functional for DGS/TD and DGS/TD authorized clients.
- Web-enabled applications that have the ability to create password-protected accounts for access by DGS/TD authorized clients.
- Data for ad hoc reports required by DGS/TD.
- All invoices for contracted services shall be accessible to DGS/TD via a web based application.
- Tools and applications that are accessible from DGS/TD authorized state locations.
- Network monitoring and trending tools shall be made available for DGS/TD authorized clients. To ensure quality control, security, and training, client personnel will obtain authorization from DGS/TD for controlled access to all tools, applications and reports.
- Reports using a data extractable application allowing DGS/TD and clients the ability to run custom reports.
- Current, accurate and standardized data.
- Training and ongoing support for all tools, applications and reports.
- System upgrades for all management tools and applications shall be provided at no cost.
- Provide and maintain an inventory of Contractor provided tools, applications and reports, which includes report elements for each report and a regular reporting schedule based on negotiated dates/intervals.

*Bidder understands the requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

*Reference: document\_\_\_\_\_*  
*location\_\_\_\_\_ page\_\_\_\_\_ paragraph\_\_\_\_\_*

*Description:*

*Bidder understands the requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

*Reference: document \_\_\_\_\_  
location \_\_\_\_\_ page \_\_\_\_\_ paragraph \_\_\_\_\_*

*Description:*

### **6.17.3 Client Trouble Ticket Reporting and Tracking System (M)**

The Contractor shall provide a Client Trouble Ticket Reporting and Tracking System that is accessible by DGS/TD and DGS/TD authorized clients 24 hours a day, 7 days a week via a web enabled application. The Contractor's Customer Service Center, as described in section 6.14.1 will respond to the client's ticket in accordance with the SLA objectives. Clients shall have the capability of opening tickets either by a web-enabled application from their PCs or calling the toll free customer service number available 24 hours a day, 7 days a week. The trouble ticket system shall apply to all contracted services. Clients shall have a real-time view of the ticket data for all service issues. Only Contract related trouble tickets will appear in this system. A separate ticket shall be opened for each circuit, phone number, or service. DGS/TD and DGS/TD authorized clients shall have online access to the complete ticket data for a 6 month period after each ticket has been closed.

#### ***Minimum Requirements:***

The ticketing system shall include the following minimum information: Contractor ticket number, agency name, agency unique identification number, client contact information, circuit number/phone number, virtual path number, service type, time/date ticket was opened, time/date problem is restored, time/date ticket closed, A and Z address locations, problem description, chronological history of Contractor activity (text), estimated time of arrival, estimated time of restoral, stop clock condition (s) applied and duration (s), and description of resolution. The Contractor will update tickets with Sub-Contractor/CLEC/ILEC provided status information.

#### ***System Functionality:***

This system shall only provide views for Contract related and E9-1-1 trouble tickets. The system shall include the following reporting functionality:

- List all open Contract related trouble tickets

**Cost Table 6.3.3, Long Distance Calling**

As described in Section 6.12.1, billing for long distance calling will be in 6 second intervals.

Bidders are to enter their base rate for international calls in line 4 below and the appropriate discount rate for each of the specified sample countries in the corresponding recurring field below.

**6.3.3, Long Distance Calling (M-O)**

A	B	C	D	E	F	G
Line item #	Feature Name	Bidder identifier	Recurring cost/item per unit	Unit of measure	Model recurring mo. qty of units	Model recurring monthly costs
1	<b>Call Types</b>					N/A
2	Intra-State, interLATA			minute	40,843,956	\$ -
3	Inter-State			minute	3,061,795	\$ -
4	<b>International base rate</b>			minute	See samples below	N/A
5	Sample costs based on % discount		Enter % below	% off tariff	N/A	N/A
6	Mexico			minute	5,000	\$ -
7	Canada			minute	5,000	\$ -
8	England			Minute	2,000	\$ -
9	Japan			minute	2,000	\$ -
10	China			minute	2,000	\$ -
11	Australia			minute	2,000	\$ -
12	Germany			minute	2,000	\$ -
13	South Africa			minute	2,000	\$ -
14	Brazil			minute	2,000	\$ -
15	India			minute	2,000	\$ -
16	Model Monthly Totals:					\$ -
17	Model Annual Totals:					\$ -

- e. All regulatory filings made pursuant to the terms and conditions of this Contract, the RFP or Proposal.

## **12. DELIVERY**

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. If Contractor delivers in excess of the quantities or Services specified herein, the State shall not be required to make any payment for the excess Deliverables or Services, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

## **13. SUBSTITUTIONS**

Substitution of Deliverables and Services may not be tendered without advance written consent of the State. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the State.

## **14. INSPECTION, ACCEPTANCE AND REJECTION**

Unless otherwise specified in the RFP:

- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables and Services that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for four years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Contract.
- b. All Deliverables and Services may be subject to inspection and test by the State or its authorized representatives.
- c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors, at no additional cost to the State, all information and data as may be reasonably required to perform their inspection.
- d. All Deliverables and Services may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e. The State shall give written notice of rejection of Deliverables delivered or Services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such Services. Such notice of rejection will state the respects in which the Deliverables or Services do not conform to their specifications and/or requirements. Acceptance shall not be construed to waive any warranty rights that the State might

**25. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all third party claims, losses, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, Deliverables, Services, materials, or supplies in connection with the performance of this Contract. The following shall apply with respect to such claims:

- a. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time (but no delay or failure to so notify Contractor shall relieve it of its obligations under this Contract except to the extent that Contractor has suffered actual prejudice by such delay or failure); and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

**26. TIMELINESS**

Time is of the essence in this Contract with respect to Contractor's performance and obligations.

**27. REQUIRED PAYMENT DATE**

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of Services; or (ii) receipt of an undisputed invoice, whichever is later.

**28. CONTRACT MODIFICATION**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

Any change to the Contractor's name will require a Contract amendment. Upon notification and receipt of legal documentation indicating the name change, the State will process the required amendment, assuming no change has been made to the business entity.

**29. CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State (or which should be reasonably

the retention of other Deliverables of Software acquired from Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. Under circumstances where the State has a right of return, Contractor agrees to take back such Deliverables and Software and refund all sums the State has paid Contractor for such items.

- a. Contractor's obligations under this Section 32 shall not apply to the extent that the applicable claim of patent, copyright or trade secret infringement is based upon:
  - i. The combination or utilization of Deliverables furnished hereunder with equipment or devices not made or furnished by Contractor; or,
  - ii. The operation of Equipment furnished by Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
  - iii. The modification by the State of the Equipment furnished hereunder or of the Software; or
  - iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied or approved Software.
- b. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

### **33. EXAMINATION AND AUDIT**

- a. Without limiting any examination or audit rights of the State set forth in the RFP, Contractor agrees that the State, at any tier or level (e.g., enterprise-wide, agency, etc.), or its designated representative, shall have the right, at any time and from time to time, to audit, review and copy any records and supporting documentation pertaining to performance of this Contract and to audit the practices and facilities used by Contractor to provide the Services and related operational matters. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is stipulated or required by law. Contractor agrees to allow the auditor(s) access to such records and facilities during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. For avoidance of doubt, audits may include those conducted by personnel of the Department of General Services in performance of Contract oversight responsibilities in reviewing monthly fiscal management and/or other required reports. Costs for any audit of Contractor with respect to the accuracy, completeness or quality of Contract reports shall be borne by Contractor and any costs incurred by the State to otherwise validate Contract reports resulting from inaccurate report content or Contractor responsiveness shall be recovered from Contractor. If an audit reveals that Contractor has overcharged the State during the period to which the audit relates, then Contractor shall promptly refund such



**60. ADMINISTRATIVE FEE**

Contractor agrees to pay DGS/TD an administrative reimbursement as required and established by the DGS/TD. The administrative reimbursement shall be used to fund only DGS/TD activities, or DGS/TD funded State offices and activities. DGS/TD's objective is not to increase the administrative fee associated with any existing Service or establish an administrative fee associated with any new Service if when combined with Contractor's Contract rate for the Service the administrative fee raises the total price for the Service to a level that is non-competitive with similar services available in the telecommunications industry. Notwithstanding this objective in all events DGS/TD shall be entitled to an administrative fee increase equal to the Consumer Price Index (CPI) over the relevant Contract Term should an increase be required to fund DGS/TD activities or DGS/TD funded State offices and activities. The CPI is published by the U.S. Department of labor, Bureau of Labor Statistics. For this Contract the following will be utilized: the CPI-U Index; not seasonally adjusted; U.S. city average area, all items series adjusted annually. Until the Contract has been awarded and the Contractor rates determined, DGS/TD is unable to determine administrative fee rates that will be applied on any service or services. Accordingly, and on behalf of DGS/TD, Contractor will bill, collect and remit a Contract administrative fee. The administrative fee may be applied to any and all contracted Services offered under this Contract. This fee shall be determined by DGS/TD and shall be included within the amount charged to those agencies obtaining Services pursuant to this Contract. The administrative fee reimbursement amount shall appear on the monthly billing summaries and monthly fiscal management reports delivered to DGS/TD.

- a. Contractor shall bill, collect and remit a check based on the amount billed for this administrative fee to DGS/TD on a monthly basis at no additional cost. The administrative fee shall be paid to DGS/TD no later than the 30th of the month, for the amount billed two months preceding. Contractor shall pay a late payment fee of the lesser of 0.5% per month, or the maximum amount permitted by law, on any such administrative fees not paid to DGS/TD when due. The fee will be based on DGS/TD costs to manage this Contract as well as perform other mandated functions and may be adjusted annually or as otherwise deemed necessary by DGS/TD, based on fiscal year projected requirements.
- b. Contractor agrees to provide monthly fiscal management reports identifying all Services implemented under this Contract to both DGS/TD and to the individual agency/customers as described in RFP Section 6.16.

**61. INVOICES AND PAYMENTS**

The consideration to be paid Contractor, as provided in this Contract, the RFP and the Proposal shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise provided in a writing executed by the State. Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall include the information set forth in the RFP and shall otherwise be consistent with the provisions of this Section and the RFP. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable. In addition, each invoice shall be in the form reasonably specified by the State (including whether issued as a single, aggregate invoice or separate invoices for different Services or entities) and shall (i) comply with all applicable legal, regulatory and accounting requirements, (ii) allow the State to validate volumes and charges, (iii) permit the State to chargeback internally, and (iv) meet the State's billing requirements. Each invoice shall include the pricing calculations and related data utilized to establish the charges. Invoices

with a name other than that established in the original Contract cannot be paid prior to execution of a Contract Amendment. The data underlying each invoice shall also be delivered to the State electronically in a form and format compatible with the State's accounting systems. When provision is made for a testing period preceding acceptance by the State, the date of acceptance shall mean the date the Equipment, Software or Service was accepted by the State during the specified period. The backbilling limitation of charges shall be controlled by Government Code Section 911.2.

## **62. CONTRACTOR COMMITMENTS AND REPRESENTATIONS**

Any written commitment by a duly authorized representative of Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill any such commitment shall render Contractor liable for performance deficiency charges or other damages due to the State as set forth herein. Such written commitments include but are not limited to (1) any warranty or representation expressly made by Contractor as to Deliverables, Service, Equipment or Software performance, total System performance, or other physical design or functioning characteristics of a Machine or Software System, (2) any warranty or representation expressly made by Contractor concerning the characteristics of the items described in (1) above, made in any publication, drawings, or specifications accompanying or referred to in the Contract, and (3) any written notification of or affirmation or representation as to the above which is made by Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the Contract.

## **63. SERVICE TO PUBLIC ENTITIES**

In accordance with Government Code Section 14931, Contractor agrees to provide Service to all public agencies in the State pursuant to this Contract and hereby acknowledges that the State is not responsible for payment for Services rendered these entities. Contractor agrees that it shall have no recourse against the State for any act or omission of the local entity which arises from Contractor furnishing goods or Services pursuant to this Contract. Contractor understands and acknowledges that under this Contract the State neither promises nor guarantees any minimum amount of revenue for Contractor or minimum amount of Deliverables or Services to be purchased.

## **64. TERMINAL EQUIPMENT**

Contractor agrees that no modifications to or replacement of the State's existing terminal Equipment will be made which would result in any cost to the State or local entity receiving the Service, unless specifically provided for under the terms of this Contract.

## **65. PROPRIETARY EQUIPMENT**

Contractor agrees to accommodate all State and other authorized users which currently utilize proprietary Equipment associated with Contractor's proposed Services.

## **66. DATA SERVICES**

Contractor agrees to provide an option for agencies to obtain the necessary Customer Premise Equipment ("CPE"), required to support data Services during transition to Contractor provided Services